

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In Re:	:	Case No. 14-52732
	:	Chapter 11
Triglyph Holdings, LLC,	:	EIN: 20-5083461
	:	
Debtor.	:	Judge Charles M. Caldwell

**APPLICATION FOR EMPLOYMENT OF COUNSEL
FOR DEBTOR AND DEBTOR-IN-POSSESSION**

Triglyph Holdings, LLC, the Debtor and Debtor-in-Possession herein (the "Debtor"), hereby applies to this Court for the employment of counsel. In support of this Application, the Debtor states as follows:

1. On April 18, 2014, the Debtor filed its voluntary petition for relief herein under Chapter 11 of the United States Bankruptcy Code (the "Code").

2. The Debtor desires to employ Robert E. Bardwell, Jr. ("Bardwell") as its counsel herein. Bardwell is duly admitted to practice before this Court.

3. The Debtor requires the services of legal counsel in this Chapter 11 case in connection with its duties and operations, the administration of its case, the formulation of a plan of reorganization and similar services requiring legal representation.

4. The Debtor has selected Bardwell to be its legal counsel because of Bardwell's experience and knowledge in the field of bankruptcy and Chapter 11 reorganization. The Debtor believes that Bardwell is well qualified to represent the Debtor in this Chapter 11 proceeding.

5. The Debtor requests that Bardwell be engaged under a general retainer based upon time and standard billable charges as will be more fully detailed in the affidavit attached hereto as Exhibit A and made a part hereof.

6. Bardwell has indicated his willingness to act on behalf of the Debtor and to be compensated in accordance with the terms and conditions set forth herein.

7. The Debtor believes that Bardwell represents no interests adverse to the Debtor or the estate in the

matters that he is engaged or will be engaged and that the employment of Bardwell would be in the best interest of the Debtor.

WHEREFORE, the Debtor respectfully moves this Court for an Order authorizing it to employ and retain Bardwell pursuant to the terms and conditions set forth herein and in the affidavit attached hereto.

Respectfully submitted,

Triglyph Holdings LLC

/s/ Martin Finta

Martin Finta, Managing Member of Snug Harbor Village, Ltd., the Managing Member of Triglyph Holdings, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Application for Employment of Counsel for Debtor and Debtor-in-Possession was served upon those persons listed below by ordinary U.S. mail, postage prepaid, or by electronic mail, this *21st* day of April, 2014.

/s/ Robert E. Bardwell, Jr.

Robert E. Bardwell, Jr.

SERVICE LIST

Office of the U.S. Trustee
(via electronic mail)

Pamela Arndt, Esq.
(via electronic mail)

Martin Finta
Managing Member of Snug Harbor Village, Ltd., the Managing Member of Triglyph Holdings, LLC
1590 Sunbury Road
Columbus, Ohio 43219

Chemcote, Inc.
7599 Fishel Dr. N.
Dublin, OH 43016

Dana Finta
4486 Summit Ridge Road
Columbus, OH 43220

David W. Ramsay, Receiver
150 E. Mound Street, Ste. 104
Columbus, OH 43215

Evans, Mechwart, Hambleton & Tilton, Inc
5500 New Albany Rd.
New Albany, OH 43054

Glenda Kapsalis
223 Grant Avenue
Takoma Park, MD 20912

Grosse Construction
4480 Christland Hill Road
Hebron, OH 43025

Huntington National Bank
41 South High Street
Columbus, OH 43215

State of Ohio Department of Taxation
P. O. Box 2678
Columbus, OH 43216-2678

James Harris
67 S. Parkview Ave.
Columbus, OH 43209

Stottlemeyer Hydromulching
c/o Dave Lackey, Esq.
155 S. Liberty St.
Powell, OH 43065

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39 E. Whittier St.
Columbus, OH 43206

Sullivan & Bruck Architects
309 S. Front Street
Columbus, OH 43215

Martin Finta
4486 Summit Ridge Road
Columbus, OH 43220

Thomas J. Byrne, Esq.
5695 Avery Road, Ste. C
Dublin, OH 43016

Perry County Clerk of Courts
105 N. Main St.
PO Box 67
New Lexington, OH 43764

Treasurer of Perry County, Ohio
105 N. Main Street
New Lexington, OH 43764

Rasto Brezny
223 Grant Avenue
Takoma Park, MD 20912

Triglyph Development Company, Inc.
1590 Sunbury Road
Columbus, OH 43219

Redskin Logistics
6657 Dutch Lane Rd.
PO Box 466
Johnstown, OH 43031

Robert T. Caster, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, OH 43215

Ron Guzzo Custom Homes
39 E. Main St.
New Albany, OH 43054

Snug Harbor Village, Ltd.
1590 Sunbury Road
Columbus, OH 43219

Specialty Building Products, Inc.
400 E. Wilson Bridge Rd., Suite H
Columbus, OH 43085

EXHIBIT A

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In Re:	:	Case No. 14-52732
	:	Chapter 11
Triglyph Holdings, LLC,	:	EIN: 20-5083461
	:	
Debtor.	:	Judge Charles M. Caldwell

AFFIDAVIT OF ROBERT E. BARDWELL, JR.

STATE OF OHIO	}	
	}	SS:
COUNTY OF FRANKLIN	}	

Now comes Robert E. Bardwell, Jr., having been duly cautioned and sworn, deposes and states as follows:

1. I am an attorney who is duly admitted to practice in this Court.
2. I, insofar as I have been able to ascertain, have no connection with the debtor, creditors, and any other party in interest, their respective attorneys or accountants, the United States Trustee or any person employed in the United States Trustee's office..
3. I am not a relative of any Judge of the United States Bankruptcy Court for the Southern or Northern Districts of Ohio or the United States Trustee.
4. I have no connection whatsoever with any Judge of the United States Bankruptcy Court for the Southern or Northern Districts of Ohio or the United States Trustee.
5. I, insofar as I have been able to ascertain, do not hold or represent any interests adverse to the estate of the Debtor-in-Possession.
6. I am a disinterested person as defined in 11 U.S.C. Section 101(14).
7. I have not been employed by or represented any insider, including an affiliate, or creditor of the Debtor-in-Possession in connection with any matter related to this proceeding.
8. I propose that I be appointed as Case Attorney herein.
9. I propose that my time be billed at \$300/hour.

10. On or about April 14, 2014, the Debtor provided me with a cash retainer in the amount of \$16,213.00 (the "Retainer"). Prior to the filing of this case, \$4,490.45 of the Retainer was used to pay my pre-petition fees and expenses and the Debtor's filing fee.

11. I require as a condition of engagement that I be permitted to be paid on a monthly basis, first from the Retainer and once it is exhausted, directly from the Debtor in an amount equivalent to eighty-five (85%) of the invoices for services rendered for the month in question and one hundred percent (100%) of all expenses incurred during each monthly period. In this manner, I submit that the likelihood or necessity of repayment to the Debtor will be minimal.

12. With respect to the Retainer, I propose that I be allowed to draw against such retainer on a monthly basis provided that I give ten (10) days notice of my fees and expenses for the relevant period by providing a copy of my invoices for fees and expenses to the Debtor (with a copy to the Trustee), and provided further that any draws against the Retainer shall remain subject to final approval of the Court after appropriate notice to creditors. Thereafter, I propose that I be paid by the Debtor as set forth herein.

13. I have made the above payment proposal due to the fact that I am a sole practitioner whose practice is primarily limited to bankruptcy matters. Should I not be permitted to be paid as set forth herein, waiting for payment for a period of five (5) to six (6) months would place an undue financial hardship on me.

14. I shall apply to the Court for the allowance of my fees and expenses every 120 days from the date of my appointment.

FURTHER AFFIANT SAYETH NAUGHT.

/s/ Robert E. Bardwell, Jr.
Robert E. Bardwell, Jr.

STATE OF OHIO;
COUNTY OF FRANKLIN; SS:

BE IT REMEMBERED, that before me on this 18th day of April, 2014 appeared Robert E. Bardwell, Jr. who acknowledged the signing of the foregoing instrument to be his voluntary act and deed, for the uses and purposes stated therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date set forth above.

Notary Public

SEAL

/s/ Keith Hayduk

Keith Hayduk

Notary Public